



EQUIPMENT FINANCE

APPLICATION NO.

AGREEMENT NO.

Supplier:

SBSSharp Plaza
Mahwah, NJ 07430**Value Lease Agreement**

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME

Town of Lake Lure

STREET ADDRESS

2948 Memorial Highway

CITY

STATE

ZIP

PHONE

FAX

Lake Lure

NC

28746

(828) 625-9983

(828) 625-8371

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Sharp MX2600N

USED 26 PPM MX2600N COPIER

SERIAL NO.

95035105/ Sharp
ID#58110099DM

STARTING METER

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A☐ See the attached Billing Schedule**TERM AND PAYMENT SCHEDULE**

Term in 48 Months

48

Payments* of \$ 118.00

*plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

Payment Includes 1,000

Black and White Images per month

Overages billed monthly at \$ 0.024300 per image*

Payment Includes 0

Color Images per month

Overages billed monthly at \$ 0.072000 per image*

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

- ☐ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.
☒ 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.

____ Customer's Initials

____ Customer's Initials

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**LESSOR ACCEPTANCE**

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Town of Lake Lure

X

SIGNATURE

TOWN MANAGER

3/15/13

CUSTOMER (as referenced above)

56-6051261

CHRIS BRAND

PRINT NAME

FEDERAL TAX I.D. #

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the supplier, and you may contact the supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

Town of Lake Lure

X

SIGNATURE

TITLE

DATE OF DELIVERY

CUSTOMER (as referenced above)

Customer Care Maintenance Agreement

Sharp Business Systems
of North Carolina
Service / Supplies
877-267-9328

Customer Bill To	
Customer Name Town Of Lake Lure	
Mailing Address 2948 Memorial Highway	
City Lake Lure	State NC
Billing Contact Andi Calvert	Zip 28746
Phone 828-625-9983	Fax
E-Mail townclerk@townoflakelure.com	

Customer Location	
Customer Location/Department Name Town of Lake Lure	
Location Address 2948 Memorial Highway	
Physical Location Description SAME	
City Lake Lure	State NC
Key Contact	Zip 28746
Phone (828) 625-9983	Fax (828) 625-8371
E-Mail townclerk@townoflakelure.com	
Meter Contact Andi Calvert	
Phone	Fax
E-Mail	

Equipment Covered			
Model MX2600	Serial Number / ID Number 5811009DM	Black Start Meter	Color Start Meter
Model	Serial Number / ID Number	Black Start Meter	Color Start Meter
Model	Serial Number / ID Number	Black Start Meter	Color Start Meter
Model	Serial Number / ID Number	Black Start Meter	Color Start Meter
Model	Serial Number / ID Number	Black Start Meter	Color Start Meter
Cancel Equip ID	Cancel Equip ID	Cancel Equip ID	Cancel Equip ID

Agreement/Entitlement					
Parts Yes	Labor Yes	Drums Yes	B. Toner Yes	C. Toner Yes	Fuser Oil Yes
Developer Yes	Staples No				
					Start Date

Detail of Charges		Authorizations	
Base Charge per Freq included in lease	☒ Check if maintenance charges are part of lease payment	Comments	
Base Charge Frequency Monthly	Meter Frequency Quarterly	Authorizing Contract Number	
Meter Allowance 1 per Frequency B/W 3000	Aggregate No	Purchase Order Number 9042	
Meter Allowance 2 per Frequency Color 0	Consolidate No	I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 x 11 (minimum) single sided images unless otherwise noted.	
Meter Allowance 3 per Frequency	MPS No	Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.	
Excess Charge 1 .0243	Term (Months) 12	Print Name CHRIS BRAUN	
Excess Charge 2 .072		Customer Signature	Date 3-18-13
Excess Charge 3	Master Contract Number		

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT.

Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Where applicable, price does not include tax. Sharp Business Systems is a division of Sharp Electronics Corporation.

Sharp Authorization

Date

SBS Agreement Number



EQUIPMENT FINANCE

NON-APPROPRIATION ADDENDUM

AGREEMENT #

1701838

Addendum to Agreement # 1701838, dated 3/13/2013, between TOWN OF LAKE LURE, as Customer and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder. (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement. (c) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement. (d) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement. (e) Customer's exact legal name is as set forth on page one of the Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make contracted Payments under the Agreement, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

The parties wish to amend the above-referenced Agreement by restating the following:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest."

Page 1 of 2

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

SHARP

SHARP BUSINESS SYSTEMS
4404-A STUART ANDREW BLVD.
CHARLOTTE, NC 28217
704-523-3333

CUSTODY

*** ORDER NUMBER 1612387 ***
SHIP VIA: OURTRUCK

PEACEM

TIME 3:11:15PM
DATE: 3/14/2013

CUSTOMER PO: ANDI OR SHEILA

SHIP TO: 5810024874
TOWN OF LAKE LURE
2948 MEMORIAL HWY
LAKE LURE, NC 28746

BILL TO: 5810024874
TOWN OF LAKE LURE
2948 MEMORIAL HWY
LAKE LURE, NC 28746

ANDI OR SHEILA
828 625 9983

POPE /D ELIVERY 3-21-2013 - WAR LIST MACHINE - ID#58110099DM - PU#1620580

# PACKAGES	PICKED BY	PACKED BY	COMPLETED BY	DATE SHIPPED	SHIP CHARGE	TARE
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ORDER	UM	SHIP	BO	DESCRIPTION	ITEM	WH	BIN
1	EA			SHARP MX2600N SYSTEM	FFK	5811CUST	BIN

* 1 EA SHARP 26 CPM COLOR MFP **MX2600N**
SERIAL: 95035105 WAREHOUSE 5811CUST BIN: BIN

BLACK METER READING: 484101
COLOR METER READING: 180502

* 1 EA SBS CONNECTIVITY **INSTALL**
* 1 EA ESP 15AMP SURGE FROM ESP **D5133NT**
SERIAL: 3700016 WAREHOUSE 5811CUST BIN: BIN

* 1 EA PAPER DRWR 1000 SHEET-PASTEL II **MXDEX7**
SERIAL: 9E000776 WAREHOUSE 5811CUST BIN: BIN

* 1 EA FINISHER SADL STCH PASTEL II **MXFN10**
SERIAL: 9L005956 WAREHOUSE 5811CUST BIN: BIN

* 1 EA FAX EXPANSION KIT **MXFXX2**
SERIAL: 9T219508 WAREHOUSE 5811CUST BIN: BIN

* 1 EA POSTSCRIPT 3 EXPANSION KIT **MXPKX1**
SERIAL: E004354 WAREHOUSE 5811CUST BIN: BIN

* 1 EA PUNCH MOD/3 HOLE FOR MXFN10 **MXPNX5B**
SERIAL: 9L002337 WAREHOUSE 5811CUST BIN: BIN

* 1 EA PAPER PASS UNIT PASTEL II **MXRBX3**
SERIAL: 9L006423 WAREHOUSE 5811CUST BIN: BIN

DELIVERY INSTRUCTIONS:

Type of Order:
Machine ID#: 58110099DM
Multiple Machines: 1 of 1
Pick Up: NO
Stairs: N O
Electrica

SHARP

SHARP BUSINESS SYSTEMS
4404-A STUART ANDREW BLVD .
CHARLOTTE, NC 28217
704-523-3333

RETURN

*** ORDER NUMBER 1620580 ***
SHIP VIA: OURTRUCK

PEACEM

TIME 3:11:44PM
DATE: 3/19/2013

CUSTOMER PO: ANDI CALVERT

SHIP TO: 5810024874
TOWN OF LAKE LURE
2948 MEMORIAL HWY
LAKE LURE, NC 28746

BILL TO: 5810024874
TOWN OF LAKE LURE
2948 MEMORIAL HWY
LAKE LURE, NC 28746

ANDI CALVERT
828 625 9983

POPE / PICK UP REQUEST 3-21-2013 - TRASH OR USE FOR PARTS - COORDINATE WITH #1612387

# PACKAGES	PICKED BY	PACKED BY	COMPLETED BY	DATE SHIPPED	SHIP CHARGE	TARE
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ORDER	UM	SHIP	BO	DESCRIPTION	ITEM	WH	BIN
-1	EA			CANON IRC3220 COPIER 120V	CANIRC3220	5811RA	BIN

SERIAL: C01028616

WAREHOUSE

BIN:

BLACK METER READING: 92755

COLOR METER READING: 70288

PICK UP AND TRASH OR USE FOR PARTS -
COORDINATE WITH ORDER #1612387

I CERTIFY THAT ALL THE EQUIPMENT LISTED ABOVE HAS BEEN
FURNISHED, THAT DELIVERY AND INSTALLATION HAS BEEN FULLY
COMPLETED AND
IS SATISFACTORY .

Sheila Spicer
PRINT NAME

END OF ORDER

Sheila Spicer
CUSTOMER SIGNATURE

3/21/13
DATE

*** Order Number 1612387 ***
Continued

<u>Order</u>	<u>UM</u>	<u>Ship</u>	<u>BO</u>	<u>Description</u>	<u>Item</u>	<u>Wh:</u>	<u>Bin:</u>
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I Ready: YES

CALL SHEILA SPICER OR ANDI CALVERT TO CONFIRM

I CERTIFY THAT ALL THE EQUIPMENT LISTED ABOVE HAS BEEN
FURNISHED, THAT DELIVERY AND INSTALLATION HAS BEEN FULLY
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IS SATISFACTORY .

Sheila Spicer
PRINT NAME

END OF ORDER

Sheila Spicer
CUSTOMER SIGNATURE

3/21/13
DATE



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Mahwah, NJ 07430

EQUIPMENT FINANCE

Value Lease Agreement

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STREET ADDRESS

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CITY

Lake Lure

STATE

NC

ZIP

28746

PHONE

(828) 625-9983

FAX

(828) 625-8371

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Sharp MX2600N

USED 26 PPM MX2600N COPIER

SERIAL NO.

95035105/ Sharp
ID#58110099DM

STARTING METER

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Customer's Initials
SCB Customer's Initials**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.****LESSOR ACCEPTANCE**

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

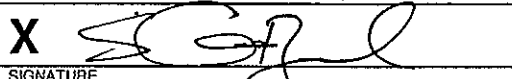
TITLE

DATED

CUSTOMER ACCEPTANCE

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Town of Lake Lure

X 

SIGNATURE

TOWN MANAGER 3/15/13

TITLE

DATED

CUSTOMER (as referenced above)

56-6051261

CHRIS BRAND

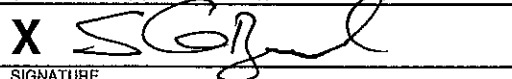
PRINT NAME

FEDERAL TAX I.D. #

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Town of Lake Lure

X 

SIGNATURE

TOWN MANAGER 3/21/13

TITLE

DATE OF DELIVERY

CUSTOMER (as referenced above)

